



REQUEST FOR QUALIFICATIONS
for
DESIGN - BUILD SERVICES
for
SUPERVISORY CONTROL AND DATA ACQUISITION
(SCADA) SYSTEM UPGRADES
City of Show Low, AZ

The City of Show Low, AZ is soliciting Statements of Qualifications from qualified firms to evaluate, design and construct improvements to the City's existing water production, storage, and distribution SCADA system, **City of Show Low Project No. W-1118**. Work includes, but is not necessarily limited to, evaluating the existing SCADA system, designing upgrades to consolidate and standardize all electrical, control, instrumentation and communication systems to a common, modern, and reliable control platform. In order to fund the project, this project will require phasing over a 5 to 7 year period. This work shall take place throughout the City of Show Low's water system. The successful candidate will demonstrate their experience and ability to deliver the project using the Design / Build project delivery method as prescribed in ARS Title 34.

A copy of the Request for Statement of Qualification, which includes proposal requirements, schedule, along with other information is available by contacting Kim Seales, City of Show Low Public Works Administrative Assistant, kseales@showlowaz.gov, 928-532-4040. The documents are also available online at www.ci.show-low.az.us. It is the sole responsibility of the party submitting the Statement of Qualification to obtain all information, addenda, updates, etc. to meet the submittal dates and requirements.

The due date for submittal is 2:00 PM on January 5, 2018. Submittals should be addressed to the City of Show Low, Kim Seales, 180 North 9th Street, Show Low, AZ 85901. Clearly mark the lower left-hand corner of the sealed envelope with **"SOQ for DESIGN - BUILD SERVICES for SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SYSTEM UPGRADES CITY OF SHOW LOW PROJECT NO. W-1118"**

I. Proposed Project Description

The City of Show Low's water system SCADA has been developed over time using a mix of technologies. This has occurred due to factors that include "inheriting" systems through acquisition, the use of multiple integration companies and platforms over time. It is the City's desire to consolidate and standardize all electrical, control, instrumentation and communication systems to a common, modern, and reliable control platform.

II. Project Location

This work shall take place throughout the City of Show Low's water system.

III. Scope of Services

The contracting firm selected for this project will be required to provide professional design services, equipment, materials, and labor to complete the following:

A. Project Management

1. Work Plan – Prepare and review with the City a Work Plan which describes the work scope, schedules and submittals. Revise the plan following input from the City and finalize the plan.
2. Meetings – Coordinate with the City through progress meetings during the design and construction which include a kick-off meeting, coordination meetings and scheduled progress meetings.
3. Work closely with City Staff to provide a quality project on time and on budget.

B. Design Services

1. Evaluate existing SCADA systems and provide recommendations for integrating or replacing these systems into a single platform.
2. Prepare construction plans and material specifications for the system based on the evaluation. Prepare a phasing plan for the improvements. The plan will be prepared so each year's improvements will be a seamless upgrade to the previous year. There will be no cost for building permits.

C. Construction Services

1. The Design - Builder shall provide all materials, labor, equipment and incidentals to construct a complete and functional system per the plans and specifications. Some of the work and material purchasing may be performed by the City. This will need to be coordinated during the design process.

IV. Proposal Contents

Proposals submitted for this project shall address all requested information. Firms are encouraged to keep the proposals brief and to the point, but sufficiently detailed to allow evaluation of the project approach. Maximum page counts will be strictly adhered to and the minimum font size shall be 10 pt. Responses must include the following:

A. Cover letter (1 page maximum)

The cover letter shall be signed by a representative authorized to bind the team

B. Section 1 - Project Understanding and Special Project Considerations (4 pages maximum)

Provide a narrative description of the project based on your proposed Scope of Work and information gathered about the project. Include any issues that you believe will require special consideration for this Project. Identify any unique approaches or strengths that your firm may have related to this Project. The City will assess your understanding of all aspects of the project based on the overview.

C. Section 2 - Project Team Qualifications and Experience (2 pages maximum)

The project team selection shall provide identification of responsible project personnel and shall identify their role on the team.

Provide discussion regarding the team's past experiences working together and with the City. Special consideration will be given to those firms who demonstrate a body of work in Show Low. Also, identify any unique approaches or strengths that your team may have related to this Project.

The proposal shall provide a description of projects (minimum three) similar in nature and scope that your firm's team members have completed. Include a contact list with client names, addresses and telephone numbers.

D. Section 3 - Project Work Plan (3 pages maximum)

Provide a detailed description of the tasks and duties required to implement the Scope of Work and any recommended additions to the list of tasks. The Detailed Work Plan shall include all necessary equipment, materials, and labor to conduct the Work.

E. Section 4 - Project Schedule (2 pages maximum)

Include a Project Schedule showing all key Project milestones and deliverables. The schedule shall demonstrate the team's ability to meet the designated milestones. List the assumptions used in developing the schedule. The schedule shall also address project phasing over 5-7 years.

F. Section 7 - Signature

The proposal shall be signed by a representative authorized to bind the team and shall expressly state the proposal is valid for 90 days.

V. Submittal of Proposal

Nine (9) copies of the proposal must be received by the due date for submittal: 2:00 pm, Friday, January 5, 2018. Submittals shall be addressed to the City of Show Low, Kim Seales, 180 North 9th Street, Show Low, AZ 85901. Clearly mark the lower left-hand corner of the sealed envelope with **"SOQ for DESIGN - BUILD SERVICES for**

SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SYSTEM UPGRADES CITY OF SHOW LOW PROJECT NO. W-1118"

VI. Rating Criteria

The proposal shall be reviewed by a committee whose members will be comprised per statutory requirements. This is a single step process and the selection will be based solely on the SOQ. No interviews will be held. Points will be awarded independently by each of the committee members. Points will be awarded based upon the point distribution listed below:

Cover Letter	10
Project Understanding and Special Project Considerations	40
Project Team Qualifications and Experience	30
Detailed Work Plan	40
Project Schedule	15
Signature	5
TOTAL POSSIBLE	140

VII. Questions

Questions shall be submitted in writing via email or US mail and responses should be directed to: City of Show Low, Kim Seales, 180 North 9th Street, Show Low, AZ 85901, kseales@showlowaz.gov . Questions must be submitted no later than 4:00 pm (Show Low, local time) Thursday, December 28, 2017.

This solicitation is being offered in accordance with federal and state requirements governing the procurement of professional services. Accordingly, the City of Show Low reserves the right to negotiate an agreement with the selected firm based on fair and reasonable compensation for the scope of work and services proposed as well as the right to reject any and all responses deemed unqualified, unsatisfactory, or inappropriate, and to waive defects or informalities. This RFP does not constitute any form of offer to contract. The City will not pay any costs incurred by the firm in preparing or submitting the proposal.

VIII. Proposal Schedule

The following schedule shall be followed in submitting the Proposal

Public Notice Requesting Proposals	12/08/2017 and 12/12/2017
Deadline for written questions	12/28/17 - 4:00 PM
Submittal of SOQ	01/05/2018 - 2:00 PM

**CITY OF SHOW LOW
CONTRACT FOR PROFESSIONAL SERVICES**

AGREEMENT made as of Date , Year , between the City of Show Low, Arizona, a municipal corporation ("City"), and "Name of Consultant" , an Arizona "Type of Business" ("Consultant").

WHEREAS, City requires certain professional "Type of service(s)" services for Engineering Consulting Services for Wastewater Treatment Plant Upgrade ("Project"); and

WHEREAS, Consultant represents that it has the necessary expertise to provide such services in accordance with the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. **Services.** Consultant shall perform the work described in the City's Scope of Work dated "Date of Scope of Work" , Year , and those additional items set forth in the Consultant's schedule and fee proposal dated "Date of proposal" , Year , in a competent and professional manner to the satisfaction of City. The Scope of Work and the Consultant's schedule and fee proposal are attached hereto as Exhibits "A", "B" and "C" and by this reference incorporated herein. If any incorporated term is inconsistent with the Agreement, this Agreement shall control.
2. **Consultant's Expertise.** Consultant warrants that it has the ability, authority, capacity and professional expertise to perform this Agreement. The project shall be accomplished, reviewed, and approved by professionals registered to practice in the pertaining field of endeavor in the State of Arizona and shall perform all work applying the ordinary standard of care of like professionals. Consultant shall provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of the work to be performed hereunder. Consultant shall assign specific individuals to key positions. Once assigned to work under this Agreement, key personnel shall not be removed or replaced without City's prior written approval.
3. **Independent Contractor.** Consultant acknowledges that it is an independent contractor. Neither party is or shall purport to be an agent, employee, partner, joint venture or associate of the other. An employee or agent of one party shall not be deemed an employer or agent of the other party for any purpose. Taxes or Social Security contributions will not be withheld from any payment by City, and Consultant shall be solely responsible for such matters.
4. **Subcontracts.** Consultant shall not enter into any subcontract with respect to any of the work to be performed hereunder without City's prior written approval. All subcontracts shall comply with applicable federal and state laws and regulations and shall impose on the subcontractor substantially the same

obligations as are imposed on Consultant by this Agreement with respect to those matters covered by Sections 8, 9, 10, 12, 15 and 18. Consultant is responsible for full performance of this Agreement regardless of whether subcontractors are used.

5. **Time for Completion.** Consultant shall complete the work in accordance with customary professional standards within "Number of days" days after written issuance of the Notice to Proceed. The date for final performance shall be extended by the number of days that performance is delayed by governmental approval or review procedures or other causes beyond Consultant's reasonable control, as jointly confirmed in writing by the parties' representatives. Lack of timely performance may be cause for termination.
6. **Payment.** The City shall pay to Consultant a not-to-exceed sum of \$Amount as payment in full for all services rendered by Consultant pursuant to this Agreement. Payments shall be made within 30 days of City's receipt of Consultant's invoices. Each invoice shall detail the work performed during the billing period. Invoice amounts in percent of Project cost shall not exceed the percentage of completion of the Project as approved by City. The City will retain 10% of the total Project cost until Consultant has fully performed all services required by this Agreement. If the City fails to make any payment due the Consultant for services and expenses within 30 days after receipt of Consultant's invoice, the amount due the Consultant will be increased at a rate of 1% per month from said thirtieth day.
7. **Defects in Work.** City may reject any work product that fails to meet an ordinary standard of care and performance for professional standards or Project specifications. Consultant agrees to promptly remedy all such deficiencies. The parties shall make a good faith effort to resolve any controversy or claim through informal negotiation or as set forth in Section 12. No compensation shall be paid for any rejected work until such issues have been resolved.
8. **Insurance Requirements.**
 - A. Consultant shall maintain in effect, at all times during the term of this Agreement, insurance adequate to protect the City (and their respective officers and employees, participants and equipment funded under this Agreement) against such losses as set forth below. Consultant shall provide City with a current Certificate of Insurance naming City as additional insured (except for Errors and Omissions coverage).
 - B. The following types and amounts of insurance are required as minimums:

General Liability

Comprehensive Form
Premises-Operation

Bodily Injury and
Property Damage

\$ 1,000,000
each occurrence

Personal Injury	Personal Injury	\$ 1,000,000 Aggregate
<u>Automobile Liability</u>		
Comprehensive Form Owner Hired Non-Owned	Bodily Injury and Property Damage Combined	\$500,000
<u>Workers' Compensation</u>	Statutory	
<u>Professional Liability/Errors & Omissions</u>		\$1,000,000 each claim

Standard minimum deductibles are allowed. Any deductibles are the responsibility of Consultant. Consultant shall immediately inform City of any cancellation of insurance or any decrease in the amount of coverage at least 30 days before such action takes place. A violation of this provision may be treated as a material breach by City. Consultant shall notify City upon any termination of its regular professional liability coverage and shall obtain extended liability coverage for a minimum of five years from the termination date.

C. Consultant acknowledges that the amounts of insurance coverage stated above shall not limit its liability under this Agreement.

9. **Indemnity.** To the fullest extent permitted by law, Consultant shall defend, indemnify and hold harmless the City, its agents, officers, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the costs of appellate proceedings) relating to, arising out of or resulting from the negligent acts, errors, mistakes, omissions, work or services of the Consultant, its agents, employees or subcontractors in the performance of this Agreement. Consultant's duty to defend, hold harmless and indemnify the City, its agents, officers, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any negligent act, error, mistake or omission in the performance of this Agreement including those by any person for whose negligent acts, errors, mistakes or omissions Consultant may be liable. The amount and type of insurance coverage requirements set forth above shall not limit the scope of the indemnity in this paragraph.
10. **Records and Documents.** All calculations, designs, original ink on Mylar drawings, special provisions, survey notes, "Cad" files and technical data resulting from this project shall be provided to and become the property of the City. However, Consultant shall retain, and shall require each subcontractor to retain, copies of the same information relating to this Agreement for a period of

five years after completion of the work. A legible copy of any, or all, such records and documents shall be produced by Consultant at the request and expense of City.

11. Non-Assignment. Consultant shall not assign any right or interest in this Agreement without City's prior written approval, nor shall Consultant delegate any duty hereunder without City's prior written approval.

12. Claims and Disputes. All claims, disputes, and matters in question between the City and Consultant arising out of this Agreement, which are not resolved to the satisfaction of either of the parties after having been submitted to the Public Works Director, will be decided by the City Manager upon his receipt of a demand for review. The demand for review shall be initiated by filing a written demand with the City Manager. The demand shall include the material previously filed with the Public Works Director, the written opinion of the Consultant in response thereto, and a concise statement of the alleged errors in the decision of the Public Works Director and the specific ground or grounds upon which the party contends he is entitled to relief. The decision of the City Manager shall be made within ten (10) calendar days of filing of the written demand. Failure to complete the review procedure specified herein shall be a complete bar to any legal action for any question which could have been submitted to the City for determination.

13. Suspension and Termination by City:

A. Suspension. City may, without cause, order Consultant in writing to suspend, delay or interrupt its performance in whole or part. An adjustment shall be made to the completion date and for any increase in the cost of performance resulting from the suspension, delay or interruption. No adjustment shall be made to the extent that performance is or would have been suspended, delayed or interrupted by another cause for which Consultant is responsible.

B. Termination for Cause. City may terminate this Agreement for cause if Consultant refuses or fails to supply enough properly skilled workers to perform this Agreement; fails to make required payments to subcontractors; fails to perform the work in a timely manner; disregards laws, ordinances, rules, regulations or orders of a public authority having jurisdiction; or otherwise commits a material breach of this Agreement. When any of the foregoing causes exists, City shall give Consultant written notice and a ten-day opportunity to cure the default. If the default remains uncured, City may (without prejudice to any other rights or remedies it may have) terminate this Agreement and finish the work or cause it to be finished. If the unpaid balance of the Agreement exceeds the cost of finishing the work (including any expenses incurred by City as a result of Consultant's default), Consultant shall be entitled to payment for its performance up to the amount of such excess. If the cost of finishing the work exceeds the unpaid balance, Consultant shall pay the difference to City.

- C. Termination for Convenience.** City, by written notice to Consultant, may terminate this Agreement in whole or part when in the sole discretion of City it is in City's best interests to do so. Consultant shall be paid for all material, equipment and services provided, as well as reasonable termination expenses and a reasonable allowance for profit and overhead, provided that such payments, exclusive of termination expenses, shall not exceed the total amount payable pursuant to Section 6 less any payments previously made to Consultant. Consultant shall not be entitled to profit and overhead on material, equipment and services which were not provided.
- D. Consultant's Responsibilities.** Upon receipt of a termination notice, Consultant shall (a) promptly discontinue all services (unless the notice directs otherwise), and (b) at City's choice, deliver or otherwise make available to City all data, design calculations, drawings, specifications, reports, estimates, summaries, and other information and materials developed or accumulated by Consultant in performing this Agreement.
- 14. Termination by Consultant.** Consultant may terminate this Agreement upon written notice to City if performance is made impossible for a period of 30 consecutive calendar days for any of the following reasons through no act or fault of Consultant or its agents, employees or subcontractors: issuance of an order by a court or other public authority having jurisdiction; an act of government, such as a declaration of national emergency; or a natural disaster or other Act of God. Consultant may also terminate this Agreement, upon written notice and a ten-day opportunity to cure, if the City fails to fulfill its obligations or to make any payment within the time set forth in Section 6. Consultant may also terminate this Agreement upon written notice if suspensions, delays or interruptions by City equal in the aggregate more than 100% of the total number of days scheduled for completion.
- 15. Governing Law.** This Agreement shall be governed by the laws of the State of Arizona. Any suit arising out of this Agreement shall be brought in the state courts of Arizona (with venue in Navajo County), but only after the review procedure specified in Section 12. In the event that litigation arises regarding this agreement the prevailing party shall be entitled to recover their reasonable attorney's fees and costs.
- 16. Incorporation of Applicable Laws.** Every provision of law required by statute or regulation to be in this Agreement will be read and enforced as though included herein. Each party shall promptly notify the other upon discovery that any such provision has been omitted.
- 17. Non-Collusion.** The provisions of A.R.S. §38-511 are incorporated herein by this reference.
- 18. One-Year Limitation on Actions.** No action shall be maintained by Consultant on any claim based upon or arising out of this Agreement unless such action is

commenced within one year after City's final payment hereunder.

19. **Entire Agreement.** This Agreement and those documents incorporated by reference represent the entire understanding between the parties. No amendment shall be effective unless executed by both parties with the same formality as this Agreement. Provided, however, that the City's Public Works Director is authorized to modify the Scope of Work, in writing, with the concurrence of Consultant so long as the project is not changed substantially or significant additional compensation is not required.
20. **Severability.** The provisions of this Agreement are severable. Any provision held to be invalid or unenforceable shall not affect the validity or enforceability of any other provision.
21. **Notices.** All notices, invoices and payments shall be in writing and may be given by personal delivery or certified mail. The designated recipients are as follows:

To Consultant: "Name of Project Manager"
 "Name of company"
 Address

 "Telephone Number"
 "Fax Number"

To City: William C. Kopp
 Public Works Director
 City of Show Low
 180 N. 9th Street
 Show Low, AZ 85901
 (928) 532-4000 Fax: (928) 532-4009

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement as of the date first written above.

CITY OF SHOW LOW

By _____
Daryl Seymore, Mayor

ATTEST:

Approved As to Form:

CONSULTANT

By _____
"Name, Title"

STATE OF ARIZONA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____.

Notary Public

My Commission Expires: